

## RETRANSMISSION CONSENT AGREEMENT

This Agreement ("Agreement") is made as of the 30<sup>th</sup> day of November, 2011, by and between Scripps Media, Inc. (hereinafter, "Scripps"), licensee, owner of the licensee, or manager and operator of the television stations listed on Attachment A hereto (hereinafter the "Station(s)"), and Home Town Cable TV, LLC, an operator of cable television systems and/or multi-channel video programming distribution systems (hereinafter "Operator").

WHEREAS, the Stations transmit broadcast television signals in a digital format to the service areas of the Operator in the television markets listed on Attachment A; and

WHEREAS, Operator directly or indirectly owns or solely manages cable television system(s) and/or other multi-channel video programming distribution system(s) (as defined below, the "Systems"), including those listed on Attachment B hereto and serving the franchise or service area(s) set forth therein; and

WHEREAS, Scripps and Operator desire to have the digital broadcast signals of the Stations retransmitted over such Systems as provided in this Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration paid by Operator to Scripps, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for a period commencing January 1, 2012, and ending December 31, 2016 ("Term").
2. **Systems Defined.**

For purposes of this Agreement, a "System" shall mean any cable television system, satellite master antenna system ("SMATV"), or other multi-channel distribution system or facility which offers multi-channel subscription television service to viewers at residential and/or commercial locations via closed circuit paths (whether consisting of coaxial cable, fiber optic cable, or twisted pair wire), including by means of Internet Protocol television ("IPTV"), video over digital subscriber line (xDSL), or similar telephony-based delivery mechanism, or a combination thereof; provided that a "System" shall not include any means of direct distribution of television signals to subscribers via direct broadcast satellite or other satellite delivery mechanisms, wireless technology (other than other wireless delivery within a subscriber's premises of a signal delivered to the premises by wireline technology), or the Internet (it being agreed that the foregoing shall not prohibit distribution of a Signal (as hereinafter defined) via a secure and closed transmission path within the Service Area (as hereinafter defined) utilizing Internet Protocol, but not by the public Internet (i.e., the World Wide Web)); and provided further that a "System" must satisfy the following qualifications:

- (a) is more than fifty percent (50%) directly or indirectly owned by Operator, or

(b) is solely managed on a day-to-day basis by Operator. "Solely managed" shall mean that Operator, pursuant to a written management agreement, is authorized to make all programming decisions and enter into on behalf of the System, and bind the System to, all programming agreements and is fully liable for the performance of all of the System's obligations.

### 3. Retransmission Consent.

(a) Consent to Carriage of Broadcast Signals. At all times during the Term and pursuant to and consistent with the terms of this Agreement, Scripps hereby consents, in conformity with Section 325(b) of the Communications Act of 1934, as amended, ("Act") and the applicable Federal Communications Commission ("FCC") rules, to the retransmission to Subscribers (as defined below) of each Station's broadcast signal, including a digital signal downconverted to an analog signal in conformity with this Agreement, and Program Related Material (as defined below) (excluding, however, those portions of the signal that are not offered by the Station on a free-over-the-air basis, including any portion thereof that consists of video-on-demand programming or any encrypted video or audio programming, data, or content offered by the Station over-the-air to subscribers on a paid subscription basis) in a digital format compliant with all then-applicable standards approved and adopted by the Advanced Television Systems Committee ("ATSC") ("Digital Signal" or "Signal") by all Systems that are authorized to carry such Station's Signal pursuant to this Agreement within each Station's respective Service Area (as that term is defined in subsection (b) below), provided that a System does not retransmit into a Station's DMA (as defined below) the signal of any other broadcast television station affiliated with the network with which the Station or any of its program transport streams is currently affiliated.

(b) Broadcast Signal(s) to Be Carried and Authorized Geographic Area of Carriage. Operator hereby agrees that at all times during the Term and pursuant to and consistent with the provisions of this Agreement that (i) each System shall carry the Signal of each Station carried by such System as of the date hereof; (ii) each Station's Signal shall be carried by each System that is located in whole or in part in the Designated Market Area (as that term is defined by Nielsen Media Research and as set forth in the applicable FCC rules and regulations) ("DMA") of such Station (including in any county that becomes a part of such DMA at any time during the Term); and (iii) each System outside such Station's DMA shall carry the Signal of each such Station in any part of the System's service or franchise area where the Signal is "significantly viewed" (as that term is defined by the FCC's rules and regulations but which shall include those geographical areas where the Station's prior analog signal was significantly viewed at the time the Station permanently ceased broadcasting an analog signal). The geographical areas included within (i), (ii), and (iii) of this subsection (b) are referred to herein as a Station's "Service Area."

(c) Omitted.

(d) Omitted.

(e) Legal Requirements Satisfied. Operator acknowledges and agrees that each of the Stations listed on Attachment A has timely and lawfully notified each System in its respective DMA of its election of retransmission consent for the Term covered by this Agreement, and each

of Operator and Station acknowledges that the other has complied in every respect with all federal, state and local laws related or applicable to the negotiation and execution of this Agreement.

(f) No Third Party Consent. Except with respect to the grant to Operator of the right to retransmit the Stations' Signals by the Systems to Subscribers as set forth expressly herein, nothing herein gives Operator the right to grant consent for the retransmission of Stations' Signals to any other person or entity that does not meet the definition of a System or Subscriber hereunder.

(g) Definition of Subscriber. "Subscriber" means any end-user individual location authorized by any System to receive a Station's Signal (including a Station's Primary Transport Stream and Multicast Transport Stream(s) as hereafter defined, and any transport stream that is downconverted to analog in conformity with this Agreement, as hereafter described) and expressly excludes any multi-channel video programming distribution system that is not a System hereunder. Without limiting the generality of the foregoing, "Subscriber" shall include each residential location, such as each single-family dwelling (whether in a single-family or multi-unit building), hotel/motel guest room, hospital room, dormitory room, and prison cell, as well as each commercial location, such as each office building, lobby, common area, bar, restaurant, other establishment or area to which the public may be admitted, and any other location which could offer the opportunity for public viewing of television programming, provided such Subscriber does not charge a fee for viewing.

#### **4. Signal Carriage.**

(a) Carriage of Full Digital Signal. At all times during the Term and pursuant to and consistent with the terms of this Agreement, Operator shall, contemporaneously with each Station's broadcast, retransmit the Digital Signal of each Station, at Operator's own expense, over each System (or node of such System) that has been upgraded to 750 MHz or more or, if earlier, when Operator commences carriage of the digital signal of any other television station located in the same DMA of the applicable System, within each Station's Service Area in its original format and in accordance with the provisions hereof without interruption, additions, insertions, alterations, time compression, or deletions. A Station's Digital Signal may consist, in the Station's sole discretion, from time to time of up to 19.4 megabits per second of (i) one or more transport streams containing video and audio programming, including programming in high-definition format (as defined by the ATSC), (ii) transport streams containing only audio programming, (iii) transport streams consisting of data, and (iv) Program Related Material (as defined below). Scripps shall designate one transport stream containing video and audio programming as its "Primary Transport Stream," and each remaining transport stream containing video and audio programming or containing only audio programming shall be known as a "Multicast Transport Stream." As used herein, "Program Related Material" shall mean (i) closed-captioning data and related information, (ii) program/commercial identification codes, (iii) program ratings information receivable by V-Chip equipped television sets, (iv) any material necessary for the delivery or distribution of the Digital Signal or otherwise required to be carried as program related material by the FCC with respect to "must carry" stations, (v) any information or material associated with specific programming or commercial advertisements transmitted in

the Signal, (vi) any promotional data, (vii) any scheduling, descriptive, or other data concerning or implementing any program guide or navigational device or other program-related information or material, and (viii) the Secondary Audio Program including, but not limited to, any video description content included therein or accessed thereby.

(b) Set-Top Boxes. Each System required to carry the Digital Signal of a Station shall provide to any of its Subscribers who so request a digital set-top box or other digital equipment that can receive, process, and/or display the Digital Signal of the Station. Each System shall provide such set-top box or other digital equipment to such Subscribers at prices which are non-discriminatory to each Station as compared with the digital signals of all other broadcast stations carried by the System. Each Station's Digital Signal shall be viewable on all television receivers of a Subscriber that are legally connected to the System(s).

(c) Quality of Digital Signal. Each Digital Signal shall be retransmitted without degradation, of a quality consistent with any FCC rules applicable to cable carriage of digital signals, and of a quality at least equal to the quality of all other digital signals carried by the System, provided that, to the extent that a System uses all commercially reasonable efforts to receive a signal of the applicable Station(s) of a quality equal to that of the digital signals of all other broadcast stations carried by such System ("Other Digital Signals"), the signal quality as retransmitted by a System shall not be required to be superior to the quality of such Signal as received by such System. A Digital Signal that is downconverted to analog format in conformity with this Agreement shall be retransmitted without degradation, of a quality consistent with any FCC rules applicable to cable carriage of analog signals, and of a quality at least equal to the quality of all other analog signals carried by the System. Operator shall notify Scripps if it becomes aware that the quality of a Station's Signal as received by Operator is not of as high a quality as all Other Digital Signals. Operator shall ensure that its retransmission of the Digital Signal meets the technical requirements set forth on Attachment C hereto.

(d) Downconversion of Primary Transport Stream. Operator may downconvert the Station's Primary Transport Stream to an analog signal in conformity with this Agreement; provided, however, that (x) if Operator continues to provide any analog signals to its Subscribers in such Station's Service Area, then Operator shall downconvert the Station's Primary Transport Stream to an analog signal and retransmit such downconverted signal on each affected System's most widely distributed service tier, (y) if Operator downconverts to an analog signal the digital signal of any other broadcast station, then Operator shall similarly downconvert to an analog signal the Digital Signal of the Station in a manner that is not discriminatory to the Station, and (z) any carriage obligations of Operator arising under (x) or (y) shall be in addition to, and not in lieu of, the carriage obligation of Operator in Section 4(a) with respect to such Station's Digital Signal. Carriage of such downconverted Signal shall be on each affected System's most widely distributed service tier. If downconverting pursuant to this paragraph, Operator must comply with a Station's picture format (aspect ratio conversion) requirements.

(e) Downconversion of Certain Multicast Transport Streams. At all times during the Term that Operator downconverts a Station's Primary Transport Stream to analog pursuant to Section 4(d), if such Station broadcasts a Multicast Transport Stream affiliated with ABC, NBC, CBS, or FOX, then Operator shall downconvert such Multicast Transport Stream in accordance

with Section 4(d), and carriage of such downconverted Signal shall be on each affected System's most widely distributed service tier. If downconverting pursuant to this paragraph, Operator must comply with a Station's picture format (aspect ratio conversion) requirements.

(f) Omitted.

**5. Channel Position and Tier.**

(a) Channel Position.

(i) At all times during the Term, Operator agrees to carry on each System the Primary Transport Stream of each Station on the major channel position set forth in Attachment A or on the channel position on which such System carries the Primary Transport Stream as of the date hereof. Notwithstanding the foregoing sentence, if Operator downconverts the Station's Primary Transport Stream to an analog signal pursuant to Section 4(d), such downconverted Signal shall be carried on the major channel position set forth in Attachment A or on the channel position on which such System carried such Station's analog signal at the time the Station permanently ceased broadcasting an analog signal. If Operator also carries a Station's Primary Transport Stream in a neighborhood with other high-definition ("HD") signals of broadcast stations located in a Station's Service Area, then such Primary Transport Stream shall be carried on a channel substantially contiguous to, and determined pursuant to a non-discriminatory and consistent policy also applied to, the primary transport streams of all other local television stations affiliated with either the ABC, CBS, Fox, or NBC Television Network (or any successor or assignee of such network, any replacement network thereto, or any substantially similar network programming service subsequent thereto) ("Big 4 Network") being retransmitted by Operator. Operator may reposition the channel positions in the HD neighborhood only pursuant to a general remapping scheme and the repositioned channel position must be consistent with the preceding sentence.

(ii) Each Station's Multicast Transport Stream(s) shall be retransmitted on separate designated channels on a continuous basis on the System, and on a channel(s) substantially contiguous to the channel on which the Station's Primary Transport Stream is carried, or, at Scripps's request, Operator and Scripps shall negotiate in good faith for channel positions for Multicast Transport Streams which group such channels with other channels whose general content is similar in content or genre.

(b) Limitation on Repositioning. Notwithstanding any provision to the contrary, Operator shall not reposition any channel one week prior to or during any "sweeps" period without Scripps's prior written consent.

(c) Tier. At all times during the Term, Operator agrees that each System required to retransmit a Station's Digital Signal hereunder shall carry such Station's Primary Transport Stream and each Multicast Transport Stream on the most widely distributed digital service tier.

(d) Channel Guide Placement. Operator will provide for each Station's Primary Transport Stream and each Multicast Transport Stream retransmitted equal and contiguous

placement in all program guides, channel guides, or navigational devices furnished by Operator to the Subscribers of each System carrying that Station's Signal, and to the media and all other persons equal mention and description of each Station's Primary Transport Stream and Multicast Transport Stream(s), their location, channel numbers, network, and programming as is afforded any other over-the-air television station whose signal each System carrying a Station's Signal is providing to its Subscribers; provided, however, that the foregoing shall not apply to the extent that Operator utilizes a third party program guide, channel guide or navigational device as to which Operator has no input, influence or ability to control, and provided further that Operator shall use commercially reasonable efforts to cause such third party to provide such equal and contiguous mention and placement.

**6. Additional Consideration.** As additional consideration for the right to retransmit the Stations' Signals over the Systems, and in addition to the rights granted and obligations undertaken herein, Operator shall provide Scripps the additional consideration for carriage of the Stations set forth in Attachment D, which is hereby incorporated into and made a part of this Agreement.

**7. No Third Party Fees.** Operator shall not charge or seek to charge any Subscriber a separate fee for receipt of or the ability to view all or any portion of any Signal of any Station on a System without the prior written consent of Scripps. The parties agree that a charge levied by Operator on a non-discriminatory basis for a set-top box or other hardware or a charge for receipt of video services on the service tier on which the "must carry" signals and the Station's Signal are carried shall not be considered a "fee" for purposes of this Section.

**8. No Insertions.** Operator will not, without Scripps's prior consent, (i) insert or otherwise authorize the insertion into any Station's Signal or broadcast stream any television content, interactive or otherwise, including, but not limited to, Advanced Television Enhancement Forum or Digital Video Broadcast, or (ii) insert or otherwise authorize the insertion of any "bugs," overlays, or other material on top of or in the margins of a viewable image if a Signal does not utilize the full television screen.

**9. Emergency Alert System.** Operator shall not interrupt any Station's Signal to transmit Emergency Alert System ("EAS") messages, alerts, or tests over any System.

**10. Copyrights and Trademarks.** Carriage of any Station's Signal pursuant to this Agreement does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by such Station. Operator recognizes Scripps's exclusive right, title, and interest in and to the copyright for each Station's Signal and Scripps's and/or each Station's license to broadcast the programming and the marks, names, and logos. It shall remain the obligation of Operator to ensure, and Operator warrants that it will so ensure, that Operator's retransmission of all copyrighted programs included in the Stations' Signals is appropriately licensed for retransmission on the applicable System, whether under compulsory copyright license pursuant to 17 U.S.C. § 111 or otherwise. Notwithstanding any other provision in this Agreement, all content in the Signals and all use of the Signals and all names, trade names, logos, call letters, trademarks, and service marks of the Stations and Scripps, and the goodwill appurtenant thereto, shall at all times during the Term, and thereafter, inure to the

benefit solely of Scripps and shall, as between Operator and Scripps, be the property solely of Scripps.

**11. Unauthorized Use.** Except as specifically provided herein, Operator shall not, for pay or otherwise, record, copy, duplicate, retransmit, and/or expressly authorize the recording, copying, duplication, or retransmission of any portion of any Station's Signal without the prior written permission of Scripps. The foregoing sentence shall not prohibit the use of personal home video recording equipment, such as VCRs or digital video recorders, by authorized Subscribers for personal, non-commercial purposes, provided that such recording is not stored on any equipment located outside of the Subscriber's location, including, without limitation, at the headend of any System or any other location of Operator, and that such use continues to be treated as a fair use under copyright law. Should Operator become aware of a third party performing such unauthorized recording, copying, duplication, or retransmission, other than for private home use as described above, Operator shall promptly notify Scripps.

**12. Digital Copy Protection.** Operator will comply with all FCC rules that require it or a cable system to pass through any copy protection technology employed by each Station to prevent an over-the-air recipient of the Digital Signal from making copies of the Digital Signal or any portion thereof.

**13. Non-Duplication and Syndicated Exclusivity Protection.**

(a) Waiver of Notice Formalities. Notwithstanding any provision of law, Operator hereby waives the notice requirements set forth in 47 C.F.R. §§ 76.94, 76.105 and further agrees that if Scripps or any Station provides to Operator or a System a written request in respect of non-duplication of network programming or syndicated exclusivity, Operator shall begin providing the protection requested within fifteen (15) days of receipt thereof.

(b) Digital Signals. Provided a Station gives Operator or any System a written request in respect of non-duplication of network programming or syndicated exclusivity of that Station's Digital Signal, Operator agrees to comply with such request as against imported digital broadcast signals from outside that Station's DMA to the same extent as it would be required, under then-current FCC rules, to comply with such request by the Station for its former analog signal as against imported broadcast signals from outside that Station's DMA.

**14. Warranties and Indemnities.**

(a) Scripps represents and warrants to Operator that (i) Scripps is a corporation duly organized and validly existing and in good standing under the laws of the State of jurisdiction of its creation; (ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) it is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing the Agreement on behalf of Scripps and the Stations has the authority to do so. If Scripps's authority to grant retransmission consent should be withdrawn or altered by any program supplier or network, Operator, immediately upon receipt of a request in writing from Scripps, agrees that it will immediately terminate retransmission and carriage of any affected

Station(s), Signal(s), program transport stream(s), or program(s) on Systems as directed by Scripps.

(b) Operator represents and warrants to Scripps that (i) Operator is a corporation, limited liability company, partnership, or limited partnership duly organized and validly existing under the laws of the state of jurisdiction of its creation; (ii) Operator has the power and the authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) Operator is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing this Agreement on its behalf has the authority to do so.

(c) Operator further represents and warrants that (i) it owns, controls, or solely manages each System; (ii) each System is either a "cable system," SMATV, or other "multi-channel video programming distributor" (as defined in Section 602 of the Act and/or the FCC's rules and regulations); (iii) it has, together with the rights granted to it hereunder, acquired necessary rights, licenses, consents, permissions and authorizations, and permits from all relevant authorities, including copyrights, patents, trademarks, service marks, and trade names necessary to retransmit the Signals as provided herein and that, during the Term, it shall continue to maintain or obtain the same; and (iv) it is in full compliance with all laws and FCC regulations that materially relate to this Agreement.

(d) Operator and Scripps shall each indemnify, defend, and forever hold harmless the other, the other's affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners against and from any and all liabilities, claims, costs, damages, and expenses (including, without limitation, reasonable counsel fees, disbursements, and court and administrative costs) (collectively, "Losses") arising out of any material breach by them of any warranty, covenant, or representation contained herein.

(e) Scripps shall indemnify, defend, and forever hold harmless Operator, its affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners from and against any and all Losses arising out of the broadcast of the Stations' Signals, including, without limitation, any claims based upon libel, slander, defamation, invasion of the right of privacy or publicity, violation or infringement of copyright (excluding music performance rights), obscenity, indecency, profanity, or any other form of unprotected speech, or otherwise arising out of the broadcast of the Stations' Signals.

(f) Notwithstanding Section 14(e), Operator shall pay, indemnify, defend, and forever hold harmless Scripps, its affiliated companies and entities, and their respective officers, directors, trustees, employees, and partners (i) from and against all taxes, franchise fees, statutory, private, or other copyright license fees, and other similar charges arising out of the retransmission of the Stations' Signals by every System to its Subscribers or the sale, rental, license, exhibition, possession, or use of the Signals or any equipment used in connection with the Signals and also (ii) from and against any and all Losses, including, without limitation, any claims based upon libel, slander, defamation, invasion of the right of privacy or publicity, violation or infringement of copyright (including music performance rights), obscenity, indecency, profanity, or any other form of unprotected speech, or otherwise arising out of any



content that Operator may insert into, delete from, or impose upon any Signal. Operator, and not Scripps, shall be fully liable for all claims and responsible for all matters with respect to Subscribers, except for claims for which Scripps is obligated to indemnify Operator under this Agreement.

(g) The indemnities contained in this Section shall survive the expiration or earlier termination of this Agreement.

**15. Force of Nature.** Neither Scripps nor Operator shall have any rights against the other party hereto for any delay, preemption, or other failure to perform when such delays, preemptions, or failures are due to an act of God, inevitable accident, fire, flood, tornado, hurricane, strike, lockout or other labor dispute, act of government or governmental instrumentality (whether federal, state, or local), failure of performance by a common carrier, failure in whole or in part at technical facilities, or any other cause (financial inability excepted) beyond such party's reasonable control. In the event of any such delay, preemption, or failure, the affected performing party shall promptly notify the other party of the nature and anticipated length of continuance of such force of nature, and, during such period, both parties shall be excused from performance.

**16. Right to Terminate.**

(a) Scripps, in addition to all other rights and remedies available to it under this Agreement or applicable law, may terminate this Agreement as to any System which ceases to be a "System" hereunder if Operator has not, in response to a request by Scripps, obtained the Assumption Agreement, as defined below, from the new owner of such System.

(b) Either Scripps or Operator, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this Agreement, effective at any time, and be relieved of any further liabilities and obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has materially breached its duties or obligations hereunder and such misrepresentation or breach is not cured within fifteen (15) days of such notice.

**17. Assignment.**

(a) Subject to Section 17(c), this Agreement may not be assigned by Operator without the prior written consent of Scripps, which consent shall not be unreasonably withheld, conditioned or delayed except that Operator may assign or transfer this Agreement, in whole or in relevant part, without the consent of Scripps, to any party acquiring all, or substantially all, of the assets of Operator or of one or more Systems, or in connection with, or as the result of, any pledge, mortgage, or security agreement(s) securing any indebtedness of Operator or any entity in control of, controlled by or under common control with Operator. In the event of any valid assignment of this Agreement by Operator, Operator shall be relieved of all obligations arising with respect to each such System(s), and Scripps shall look solely to such assignee for enforcement of such obligation.

(b) This Agreement may not be assigned by Scripps without the prior written consent of Operator, which consent shall not be unreasonably withheld, conditioned or delayed except that Scripps may assign or transfer this Agreement, in whole or in relevant part, without the consent of Operator, to any party acquiring all, or substantially all, of the assets of Scripps or of one or more Stations, or in connection with, or as the result of, any pledge, mortgage, or security agreement(s) securing any indebtedness of Scripps or any entity in control of, controlled by or under common control with Scripps. In the event of any valid assignment of this Agreement by Scripps, Scripps shall be relieved of all obligations arising with respect to each such Station(s), and Operator shall look solely to such assignee for enforcement of such obligation.

(c) In the event that Operator proposes to assign this Agreement in connection with the transfer of ownership or control of its interest in a System(s), it will so notify Scripps in writing not less than sixty (60) days prior to the effective date of such assignment or transfer, and Scripps may, at its sole discretion, either (i) require Operator to procure and deliver to Scripps the written agreement, in form and substance acceptable to Scripps, of the proposed assignee or transferee evidencing its assumption of all of Operator's obligations hereunder (an "Assumption Agreement") or (ii) terminate this Agreement as to any affected System(s) on sixty (60) days prior notice to Operator.

**18. Omitted.**

**19. Omitted.**

**20. Omitted.**

**21. No Waiver.** No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted.

**22. Notices.** Operator shall provide Scripps with written notice of any changes in any System's operations or actions taken by the System or Operator that have a reasonable likelihood of affecting a Station. Such notice shall be given thirty (30) days prior to the effective date of the change or action unless otherwise noted herein. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by facsimile, a reputable overnight courier service, or by registered or certified mail addressed as follows or to such address as may be specified in writing by the party to whom the notice is to be given:

To Scripps:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: Brian Lawlor, Senior Vice President/Television  
Phone: (513) 977-3000  
Fax: (513) 977-3024

with copies to:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: William Appleton, Esq., Senior Vice President and General Counsel  
Phone: (513) 977-3997  
Fax: (513) 977-3042

and

Wade H. Hargrove, Esq.  
David Kushner, Esq.  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
Wachovia Capitol Center  
150 Fayetteville Street, Suite 1600  
Raleigh, North Carolina 27601  
Phone: (919) 839-0300  
Fax: (919) 839-0304

To Operator:

Home Town Cable TV, LLC  
10486 S.W. Village Center Drive  
Port St. Lucie, FL 34987  
Attention: Tammy Hedge  
Phone: (772) 345-7000  
Fax: (772) 345-0999

Such notices or other communications shall be deemed received (a) on the date delivered or sent, if delivered personally or sent by telecopy or telefax, (b) the day after being sent, if sent by a reputable overnight courier service, or (c) three business days after being sent, if sent by registered or certified mail.

**23. No Joint Venture or Relationship with Subscribers.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Scripps and Operator. No Subscriber of Operator shall be deemed to have any direct or indirect contractual relationship

with Scripps by virtue of this Agreement, nor shall any Subscriber be deemed to be a third party beneficiary of this Agreement.

**24. Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

**25. Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the jurisdiction of New York (excluding choice-of-law provisions thereof), subject to all applicable rules, regulations, and orders, including without limitation provisions of the Act and regulations of the FCC.

**26. Specific Performance.** Both Scripps and Operator acknowledge and agree that each would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, Scripps and Operator agree that the other shall be entitled to a temporary restraining order, preliminary injunction, and/or permanent injunction to prevent breach(es) of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

**27. Captions and Headings.** Captions and headings used in this Agreement are for convenience only and shall not be deemed to be part of this Agreement.

**28. Reservation of Rights.** This Agreement conveys to Operator only those rights that are expressly stated. All other rights with regard to a Station's Signal not specifically granted herein are reserved to Scripps, including, but not limited to, the right to control retransmission of a Station's Signal by means of any other technological platforms, whether now known or hereafter coming into existence, including, but not limited to, the public Internet, wireless, and mobile technologies, and the right to enter into retransmission consent agreements for the Station(s) with other operators of cable television systems, SMATVs, or multi-channel distribution systems. Nothing herein shall affect any other rights Scripps may have in relation to the Systems, including, but not limited to, syndicated exclusivity or network non-duplication rights.

**29. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations, and conditions between the parties with respect thereto. Invalidation of any provision of this Agreement by applicable law shall not affect the validity of any other provision of this Agreement. This Agreement may be modified or amended only by a written instrument signed by Scripps and the Operator.

**30. Confidentiality.** Neither Operator nor Scripps shall disclose to any third party (other than its respective employees and agents, in their capacity as such) (i) the terms of this Agreement (other than its existence and duration), (ii) any confidential information provided by one party to the other during the Term of this Agreement, or (iii) any confidential business information concerning the other derived in the course of performance, including, but not limited

to, any information relating to identification of Subscribers or financial material, except: (a) to the extent necessary to comply with law or the valid order of a court or agency of competent jurisdiction, and to submit reports and disclosure as may be required by the rules of any exchange or market on which Operator's or Scripps's (or their successors') securities are traded; (b) as part of its normal reporting to or review procedure of its parent company, its auditors, its attorneys, and its authorized agents, to potential or active lenders, to potential investors or acquirers of a Station(s) or System(s), or to the auditors of Scripps's programming supplier(s) to the extent Scripps is contractually obligated to provide such confidential information pursuant to its agreement(s) with such programming supplier(s), provided that such parent company, auditors, attorneys, and authorized agents agree to be bound by the provisions of this Section and such lenders, investors, or acquirers agree to be bound by a non-disclosure agreement that is at least as restrictive as the provisions of this Section; (c) in order to enforce its rights pursuant to this Agreement; and (d) if mutually agreed by Operator and Scripps in writing.

**31. Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

HOME TOWN CABLE TV, LLC

SCRIPPS MEDIA, INC.

By Tammy Hedge  
Name: Tammy Hedge  
Title: CFO

By William Appleton  
Name: WILLIAM APPLETON  
Title: SENIOR V.P. & GENERAL COUNSEL

12/22/11

**ATTACHMENT A**  
**STATIONS**

<b>CALL LETTERS</b>	<b>MAJOR CHANNEL</b>	<b>R.F. CHANNEL</b>	<b>CITY OF LICENSE</b>	<b>DMA</b>
WPTV(TV)	5	12	West Palm Beach, FL	West Palm Beach-Ft. Pierce

**ATTACHMENT B**

**EXISTING SYSTEMS SUBJECT TO THIS AGREEMENT**

System Name and Business Address	Headend Name, CUID, and Address	Station	Number of Subscribers Receiving Broadcast Signal	Franchise or Operating Area
Home Town Cable TV, LLC 10486 SW Village Center Drive Port St. Lucie, FL 34987	10486 SW Village Center Drive Port St. Lucie, FL 34987	WPTV	2082	Port St. Lucie, FL

## ATTACHMENT C

### TECHNICAL SPECIFICATIONS FOR RETRANSMISSION OF DIGITAL SIGNALS

The remodulation, remultiplexing, and retransmission by each System of the Digital Signal of any Station must meet or exceed the following technical specifications at all times during the Term; provided, however, these specifications shall not be applicable to a Digital Signal that is downconverted and retransmitted as an analog signal in conformity with the Agreement:

1. The Digital Signal must be encoded using MPEG encoding standards and remodulated and remultiplexed as follows:

(a) For Systems using traditional cable plant:

(i) For those transport stream(s) within the Digital Signal which are in high-definition format (1080i or 720p) ("HD Feed"), (A) each HD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 1 other service in high-definition format; in the case of a 64 QAM System using MPEG4 encoding, no more than 2 other services in high-definition format; in the case of a 256 QAM System using MPEG2 encoding, no more than 2 other services in high-definition format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 4 other services in high-definition format; (B) the maximum bit rate of each HD Feed shall not be less than the maximum bit rate for any other feed or service in high-definition format in the statistical multiplex pool containing such HD Feed; (C) the minimum bit rate of each HD Feed shall not be less than the minimum bit rate for any other feed or service in high-definition format in the statistical multiplex pool containing such HD Feed; and (D) any rate-shaping of an HD Feed shall not result in a reduction in the bit rate greater than ten percent (10%) of the instantaneous bit rate of that HD Feed.

(ii) For those transport stream(s) in any digital format other than a high-definition format ("SD Feed"), (A) each SD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 8 other services in standard-definition format; in the case of a 64 QAM System using MPEG4 encoding, no more than 12 other services in standard-definition format; in the case of a 256 QAM System using MPEG2 encoding, no more than 12 other services in standard-definition format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 17 other services in standard-definition format; (B) the maximum bit rate of each SD Feed shall not be less than the maximum bit rate for any other feed or service in standard-definition format in the statistical multiplex pool containing such SD Feed; (C) the minimum bit rate of each SD Feed shall not be less than the minimum bit rate for any other feed or service in standard-definition format in the statistical multiplex pool containing such SD Feed; and (D) any rate-shaping of an SD Feed shall not result in a reduction in the bit rate greater than ten percent (10%) of the instantaneous bit rate of that SD Feed.

(b) For Systems using "switched video" or IPTV technology:



(i) For those transport stream(s) within the Digital Signal which are in high-definition format (1080i or 720p) ("HD Feed"), (A) the maximum bit rate of each HD Feed shall not be less than the maximum bit rate for any other feed or service in high-definition format; (B) the minimum bit rate of each HD Feed shall not be less than the minimum bit rate for any other feed or service in high-definition format; and (C) any rate-shaping of an HD Feed shall not result in a reduction in the bit rate greater than ten percent (10%) of the instantaneous bit rate of that HD Feed.

(ii) For those transport stream(s) in any digital format other than a high-definition format ("SD Feed"), (A) the maximum bit rate of each SD Feed shall not be less than the maximum bit rate for any other feed or service in standard-definition format; (B) the minimum bit rate of each SD Feed shall not be less than the minimum bit rate for any other feed or service in standard-definition format; and (C) any rate-shaping of an SD Feed shall not result in a reduction in the bit rate greater than ten percent (10%) of the instantaneous bit rate of that SD Feed.

2. The compression and remultiplexing of the Digital Signal will not result in any visual or aural impairments, degradation in signal quality or artifacts of digital compression (collectively, "Signal Impairments"), as compared to the signal quality of the Digital Signal as received by Operator. Signal Impairments include, but are not limited to: degradation of the signal-to-noise ratio, macroblocking, aliasing, quantization noise, pixelization, posterization, "Gibbs" (mosquito) effect, quilting, loss of resolution, loss of chrominance, loss of luminance, loss of dynamic range, blurring, or introduction of video or audio noise.

3. The Digital Signal shall not be distributed using any form of public Internet delivery.

4. The Digital Signal shall be retransmitted in a manner as favorably as the digital signal of any other television signal or other video service distributed by such System, including without limitation in terms of signal quality, compression ratio, minimum and average bit rate allocation, selection of statistical multiplex pool, and type and amount of material included within the digitized signal bandwidth.

5. The Digital Signal as retransmitted to Subscribers must include all signal distribution capacity contained within the bandwidth of the Digital Signal as transmitted by the Station, except as otherwise provided for in the Agreement. Each System shall distribute to all Subscribers all Program-Related Material as specified in the Agreement, including without limitation, all closed captioning, second language audio (including video description content), ratings information, data or information that the FCC requires cable systems to transmit at any time, and other data or material contained in the Station's signal that is related to or enhances the Station. Inasmuch as the Nielsen watermarking rating system is audio based, the audio channel(s) contained within the digital signal shall not be compressed, altered, or filtered below the following rates: 96 Kbps per channel, 192 Kbps for stereo, and a combined bit rate of 384 Kbps for Dolby AC3 (5.1 channels). Additionally, Operator shall preserve the Dolby Dialnorm as supplied.

6. As specified in the Agreement, the Digital Signal must be delivered to each System's Subscribers on a simultaneous carriage basis, without interruption, delay, addition, deletion or alteration or recording or duplication of any kind.

7. If a System utilizes "switched video" technology and is technically capable of providing to viewers certain channels in an "always on" manner comparable to traditional cable service, then each program transport stream contained within the Digital Signal shall be provided to viewers in such an "always on" manner.

8. Any digitization, compression, remultiplexing, encryption and/or distribution processes which do not meet the foregoing specifications must be reviewed and approved in writing by Scripps's technical staff prior to any alteration or manipulation of the Signal.

9. In each DMA, Operator shall provide to each Station up to three complimentary subscriptions, and all associated equipment necessary to view all local broadcast television stations being retransmitted by Operator's service on standard consumer television sets, in order for Station to monitor its Signal on Operator's service.

## ATTACHMENT D

### ADDITIONAL CONSIDERATION

1. **Fees.** In consideration of the execution by Scripps of the attached Retransmission Consent Agreement ("Agreement") and the grant of retransmission consent as set forth therein by Scripps on behalf of the applicable Stations carried by the System(s), the Operator hereby agrees to pay the following monthly retransmission consent fees (i) for each Subscriber of its System(s) which retransmits the Primary Transport Stream of a Station and (ii) for each Subscriber of its System(s) which retransmits each Multicast Transport Stream of a Station that is affiliated with the ABC, CBS, FOX, or NBC television network (or any successor or assignee of such network, any replacement network thereto, or any substantially similar network programming service subsequent thereto) (collectively, "Fees"):

#### Monthly Retransmission Consent Fees

<u>Period</u>	<u>Fee Per Subscriber Per Month</u>
Calendar Year 2012	\$.73/sub
Calendar Year 2013	\$.76/sub
Calendar Year 2014	\$.79/sub
Calendar Year 2015	\$.82/sub
Calendar Year 2016	\$.85/sub

2. **Payment.** Payment of the Fees required pursuant to this Agreement for each month shall be sent to:

Scripps Media, Inc.  
312 Walnut Street, 28th Floor  
Cincinnati, Ohio 45202  
Attention: Chief Financial Officer

All payments will be made within thirty (30) days of the end of the month in which payment is due. Past-due payments will bear interest at the rate of one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law, and the Operator shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred by Scripps in collecting any past-due payments.

3. **Reporting.** Operator shall provide Scripps with a monthly report, on a System by System basis, indicating the number of Subscribers receiving each Station's Digital Signal, together with which specific portion(s) of the Station's Digital Signal that was received. The monthly report shall be enclosed with the monthly payment. The number of Subscribers during any month shall be equal to the number of Subscribers at the beginning of the month plus the number of Subscribers at the end of the month divided by two. Bulk accounts (i.e., accounts billed on a bulk rate basis by Operator and in which no unit has a separate account) may be counted and paid on an equivalent bulk unit ("EBU") basis, provided that for bulk accounts

(other than hotel/motel accounts) the number of Subscribers paid by Operator shall never be less than fifty percent (50%) of the total number of units in each multiple dwelling unit ("MDU"). Subject to the foregoing minimum, EBU shall be calculated according to the following formula:

(i) the total monthly bulk rate charged by Operator to a particular bulk customer for the entire MDU (including apartment or condominium complexes, hotels, or hospitals) for the basic tier of service (or, if no such tier of service exists, the tier of service provided to the greatest number of a System's Subscribers); divided by

(ii) the monthly rate charged by Operator to such System's non-bulk rate residential Subscribers for the same level of television programming service.

**4. Audit Rights.** Operator shall keep true and accurate books and records directly relating to this Agreement in accordance with generally accepted accounting principles, including, without limitation, listings of each MDU and commercial account and all MDU and commercial Subscriber calculations. During the Term and for a period of one (1) year thereafter, Scripps or its representatives shall once per calendar year, upon reasonable notice, have the right to inspect and audit, and make copies and extracts of, Operator's books and records pertaining to the payment of Subscriber fees hereunder and the calculation thereof upon reasonable notice and during normal business hours. Acceptance by Scripps of any payment by Operator shall not be construed as an acceptance of the information supplied in any report or as a waiver of Scripps's rights hereunder or otherwise. In the event that any audit undertaken by Scripps discloses an underpayment, Operator shall promptly remit any shortfall (plus applicable interest at the rate of one and one-half percent (1.5%) per month, or, if less, the maximum rate allowed by law), and if the discrepancy is five percent (5%) or more between the Fees paid by Operator and the Fees actually due by Operator under this Agreement, then Operator shall reimburse Scripps for all reasonable costs incurred by Scripps in connection with such audit, including attorneys' fees. If any audit shall reveal an overpayment by Operator, Scripps shall promptly refund the amount of the overpayment to Operator.

**5. Omitted.**